Verification/Assessment Authorization and Release of Liability

I ("Property Owner") have reviewed the eligibility criteria for the Madera County Groundwater Sustainability Agency – Madera Subbasin ("Madera County GSA") Domestic Well Mitigation Program ("Program"), commonly known as the Madera County GSA Dry Well Program, before submission of this application for a one-time domestic well mitigation grant award.

I, hereby, certify that:

- I am the property owner of record for the property that I am requesting a grant award for a one-time domestic well mitigation;
- I have owned the property for a minimum of one year;
- The domestic well, which has gone dry, provides water to a dwelling unit that is not "untenantable" or "substandard" (i.e. uninhabitable) as outlined in California Civil Code Section 1941.1 and California Health and Safety Code Section 17920.3;
- That the domestic well is not more than 30 years old; and
- That the domestic well either went dry due to declining groundwater levels after January 1, 2026, or went dry due to declining groundwater levels between January 1, 2020, and December 31, 2025, and is on the Self-Help Enterprise interim water assistance list.

I understand that:

- Submission of this application does not guarantee eligibility for mitigation, a grant award, or the amount of any potential grant award;
- Madera County GSA staff and consultants will review and verify all information included in this application;
- Madera County GSA staff and consultants will visit the dry, domestic well on my property to assess eligibility for the Program;
- If eligible for the Program, I will be required to get three bids/quotes for either drilling one new domestic well or connecting to an existing domestic water system;
- If eligible for the Program, I will be required to conduct water quality testing as required by Madera County GSA;
- All bids/quotes must be from licensed contractors who meet the minimum licensing requirements, prevailing wage requirements, and any other requirements established by the Madera County GSA and where available at least two bids/quotes must be from contractors on the Madera County GSA recommended contractor list;
- Madera County GSA will at its sole discretion determine which bid/quote will be funded by a grant award based on the total cost of eligible mitigation costs and contractor availability;
- Failure to schedule an assessment of the dry, domestic well with Madera County GSA staff within forty-five (45) calendar days of application submission shall result in the application being closed;

- Failure to provide three bids/quotes meeting the Madera County GSA contractor requirements within sixty (60) calendar days of notification the domestic well is eligible for the Program shall result in the application being closed;
- Failure to sign grant award agreement with Madera County GSA in a timely manner will result in the application being closed; and
- If my application is closed for failure to comply with Program requirements, I will be required to submit a new application and restart the application process.

I agree to:

- Grant Madera County GSA staff, its consultants, and agents a license to access and cross over my property in order to verify application information, assess domestic well, and engage in any other activities necessary to determine Program eligibility. I understand and acknowledge that I am required to maintain the Property in a safe condition that does not pose hazards to Madera County GSA staff and its consultants and agents. This license to access and cross over my property will end upon Madera County GSA's determination of Program eligibility.

Indemnification. To the fullest extent permitted by law, Property Owner and Madera County GSA shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, and liabilities, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee.

_____

Signature

_____

Name

_____

Date